

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

NATIONAL CASA ASSOCIATION d/b/a
NATIONAL CASA/GAL ASSOCIATION
FOR CHILDREN, a Washington public
benefit corporation,

Petitioner,

v.

UNCOMMONBOND INC. d/b/a 3dASAP
PROMOTIONAL SOLUTIONS, a Texas
corporation,

Respondent.

Case No.

PETITION TO COMPEL ARBITRATION

Petitioner National CASA Association d/b/a National CASA/GAL Association for
Children (“National CASA”), for its Petition to Compel Arbitration against Respondent
unCommonBond Inc. d/b/a 3dASAP Promotional Solutions (“3dASAP”), alleges as follows:

THE PARTIES

1. National CASA is a Washington public benefit corporation with its principal
place of business located in Seattle, Washington.

2. 3dASAP is a Texas corporation with its principal place of business in the greater
Austin, Texas area. 3dASAP is owned and operated by Glenda Pittard.

JURISDICTION AND VENUE

3. Pursuant to the “look through” doctrine, *see Me. Cmty. Health Options v.*

1 *Albertsons Cos.*, 993 F.3d 720, 724 (2021), this Court has subject matter jurisdiction over this
 2 action under 28 U.S.C. §§ 1331 and 1338 and 15 U.S.C. § 1121(a). The underlying dispute
 3 between National CASA and 3dASAP includes a claim that 3dASAP infringed National CASA's
 4 trademark rights under 15 U.S.C. § 1114. This Court has supplemental jurisdiction over National
 5 CASA's underlying state law claims under 28 U.S.C. § 1367(a) as those claims are so related to
 6 the claim under federal law as to form part of the same case or controversy.

7 4. This Court has personal jurisdiction over 3dASAP because 3dASAP engaged in
 8 knowing and purposeful contacts with the State of Washington and the underlying claims arise
 9 from those contacts. Specifically, 3dASAP breached its agreements with National CASA,
 10 willfully infringed National CASA's trademarks, and engaged in unfair methods of competition
 11 and unfair and deceptive acts or practices directed at National CASA. Further, 3dASAP knew or
 12 should have known that its unlawful and/or willful acts would cause harm to National CASA in
 13 Washington where National CASA is headquartered.

14 5. This Court also has personal jurisdiction over 3dASAP because 3dASAP's
 15 agreement to arbitrate in Seattle, Washington constitutes consent to personal jurisdiction in
 16 Washington.

17 6. Venue is proper in this District under 28 U.S.C. § 1391(b) because a substantial
 18 part of the events or omissions giving rise to the underlying claims occurred, and National
 19 CASA's injuries were suffered, in this judicial district.

20 7. Venue is also proper in this judicial district because, pursuant to 9 U.S.C. § 4, a
 21 party should bring a petition to compel arbitration in the District where the parties agreed to
 22 arbitrate any disputes between them. The parties agreed to arbitrate all disputes in Seattle,
 23 Washington.

24 **FACTUAL ALLEGATIONS**

25 8. National CASA and 3dASAP are parties to a Business Transference Agreement
 26 for Online Store ShopCASA, which was fully executed on July 12, 2010 (the "Agreement").
 27 Under the Agreement, National CASA transferred "all business aspects and responsibilities" for

the ShopCASA e-commerce site, <www.shopcasa.org>, which offers CASA/GAL-branded items, to 3dASAP. A copy of the Agreement is attached as **Exhibit 1**. The underlying dispute arises out of multiple material breaches of the Agreement by 3dASAP, which actions also violate a separate license agreement and associated brand guidelines, federal trademark law, and Washington's Consumer Protection Act. National CASA seeks monetary and injunctive relief to redress 3dASAP's material breaches of the Agreement, the separate license agreement and associated brand guidelines, and 3dASAP's violations of federal and state law.

9. Section 5.8 of the Agreement contains the following arbitration provision:

Any controversy or claim arising under this Agreement shall be resolved by binding arbitration before and in accordance with the rules of the Judicial Arbitration and Mediation Services, Inc. ("JAMS") of Seattle, Washington. This paragraph shall not limit any party's right to seek injunctive relief in the courts. Any award made in binding arbitration may be entered as a judgment in and enforced through the Superior Court of the State of Washington in King County Washington.

10. On May 12, 2021, pursuant to Sections 5.4.1(ii) and 6.6 of the Agreement, National CASA provided 3dASAP with formal notice of breach (and an opportunity to cure) 3dASAP's breaches of material terms of the Agreement. These material breaches include, but are not limited to, 3dASAP's continued unauthorized use of National CASA's registered marks and branding. Prior to sending formal notice, National CASA and its counsel had made several attempts to resolve this matter, but 3dASAP failed to respond.

11. Pursuant to Section 5.4.1(ii) of the Agreement, 3dASAP had sixty days from the date of the notice to cure the breaches. To date, 3dASAP has not responded to the notice. Instead of responding to any communications from National CASA or its counsel, 3dASAP continues to make false representations, express and/or implied, that it is currently authorized to offer products branded with National CASA's marks and continues to engage in other material

1 breaches of the Agreement.

2 12. In August 2021, National CASA drafted an Arbitration Demand to 3dASAP.
3 Pursuant to JAMS rules and procedures, National CASA is required to serve 3dASAP with the
4 Arbitration Demand and provide proof of service to JAMS when filing the Arbitration Demand
5 with JAMS, in order to initiate the arbitration proceeding. Beginning on or about August 12,
6 2021, National CASA made multiple unsuccessful attempts to personally serve 3dASAP with the
7 Arbitration Demand, via its registered agent, Ms. Pittard.

8 13. National CASA retained an investigator to locate Ms. Pittard and/or any other
9 3dASAP agent authorized to accept service of the Arbitration Demand. Upon information and
10 belief, it appears that Ms. Pittard spends significant amounts of time in San Miguel de Cozumel,
11 Mexico, and is currently living there, and conducting business remotely, for an unknown period
12 of time. Upon information and belief, 3dASAP is aware of National CASA's attempts to serve
13 the Arbitration Demand and is deliberately evading service, just as it failed to respond to
14 National CASA's earlier notice to 3dASAP to cure its material breaches of the Agreement.

15 **CAUSE OF ACTION**

16 **(Arbitration Pursuant to the Federal Arbitration Act, 9 U.S.C. § 4)**

17 14. National CASA realleges and incorporates by reference all of the allegations set
18 forth in the preceding paragraphs as if fully set forth herein.

19 15. The arbitration provision in the Agreement is valid and encompasses the parties'
20 dispute.

21 16. 3dASAP has failed, neglected, and/or refused to arbitrate its dispute with National
22 CASA.

23 17. National CASA therefore seeks an order from this court pursuant to 9 U.S.C. § 4,
24 compelling 3dASAP to arbitrate the parties' dispute in accordance with the terms of the
25 Agreement.

26 **PRAYER FOR RELIEF**

27 WHEREFORE, National CASA respectfully requests that this Court:

1 1. Issue an order compelling 3dASAP to arbitrate National CASA’s claims before
2 JAMS, in Seattle, Washington;

3 2. Award National CASA its attorneys’ fees and costs pursuant to Section 5.9 of the
4 Agreement; and

5 3. Award such other relief as the Court deems just and proper.

6 Dated this 8th day of November, 2021.

Respectfully submitted,

7 FOCAL PLLC

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